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VOLUME XXII

ALLIANCE, BOX BUTTE COUNTY, NEBRASKA, THURSDAY, DECEMBER 2, 1915

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NO SCORES IN ALLIANCE-SCOTTSBLUFF GAME

Local Boys Came Back and Held Visitors Completely—A Well Played Game

TOUCHDOWN WAS CONTESTED

Completely different than the football game played at Scottsbluff three weeks ago was the game between Alliance and the Bluffs on the local grounds Friday. During the intermission between the two games Alliance had been putting in some strenuous practice, and Scottsbluff's every move and play was counteracted. In addition, the locals had learned some new plays that stood them in good use at last Thursday's game.

Back and forth across the field the teams played, neither gaining any appreciable advantage. Scottsbluff's forward passes and end runs seemed always to be thwarted by the wide awake Alliance eleven.

But a contested touchdown was the cause of much excitement. Just three minutes before the end of the game, with the oval in the possession of Alliance, Fenning took the snap for a life buck. He made a short gain, but just as he went down he fumbled the ball. Both the referee and the umpire touched the ball, but Davis, of Scottsbluff, grabbed it and made an easy run for fifty yards to the goal. By all rights the ball should have been declared dead, and it was over this point that there was much argument. Frank, of Scottsbluff, the referee, finally called the game a draw, but later decided to submit the play to a committee. However, the committee was as unable to agree as were the two teams, and the game still stands 0 to 0. All bets were called off pending the decision of the committee.

Both goals were crowded closely on several occasions, but each time the offensive aggregation was held until they lost the ball on downs. Once when it looked as though Scottsbluff would surely get across the line they lost the ball, and Alliance kicked it to the center of the field, where the playing remained until the contested touchdown was made.

Considering the poor showing Alliance made at Scottsbluff it is even more than remarkable how the boys "came out of the kinks" Friday and gave such a good game. Coach Crawford decided that Alliance could and would show better form, and to aid in this end added a number of recruits, with a satisfactory result.

Friday's game was a good one—there can be no doubt of this. The fans were excitedly interested from start to finish, and at times their desire to get up close to the playing and root for the locals nearly led to a forfeiture of the game. All the games this season have been well patronized, and the season has been financially successful. Considering the fact that an entirely "green" team started in at the first of the season, they have made a remarkable showing, having won two and lost two in addition to getting a tied score.

Several of the fans (?) decided to settle the game between themselves, and a number of disgusting mixups occurred. These were the only unpleasant features of the game, and they were entirely uncalled-for. The football game was an exceptionally clean one, both sides playing for the sport and the teams were at all times "up and going". Following was the lineup:

Table with 2 columns: ALLIANCE and SCOTTSBLUFF. Lists player names and positions for both teams.

Burlington Changes Management

W. B. Barnett, formerly manager of the Drake hotel, who has been in the hotel business at Sundance, Wyoming, since selling out here, has purchased the furniture and fixtures of the Burlington hotel in Alliance, and leased the building. He will conduct a high class hotel and will undoubtedly receive a good business, as he has a good reputation among the traveling public in this part of the state. He has taken possession and is now operating the hotel.

TWELFTH ANNUAL BALL

Alliance Volunteer Fire Department Will Give Grand Ball at Opera House on January 1st

On January 1st, 1916, in the Phelan Opera House, will be given the Twelfth Annual Ball of the Alliance Fire Department. This promises to be the best dance the fire boys have ever given, and one of the best ever held in Alliance, as nothing is being spared which would tend to make it better. The committee appointed to give this dance, composed of T. P. Rolfson, W. L. Myers and A. Schieb, are doing all in their power to make it the greatest social dance of the season.

The programs on the outside cover will have a picture of an automobile truck going to a fire, and the bottom of this cover will have "Twelfth Annual Ball, Alliance Fire Dept., Phelan Opera House, January 1st, 1916." On the inside of the programs will be given the names of the dances in the turn in which they will be danced on that night, as also will appear the names of all members of the Fire Department, active members as well as exempt members. The programs will be printed with red ink and the programs themselves will be white, which are the colors of the Fire Department, active members as well as exempt members. The programs will also be red and white. The dances will be a three-step, a five-step, a Leap Year dance, a moonlight waltz, and two stes and waltzes. The hall will be decorated with red and white electric lights and crepe paper, the tickets admitting persons to the ball will be red and white, and members of the fire department will wear red and white bow neckties. Red and white carnations will be given to all women present, and a souvenir badge will be given to each man present.

The fire department is a self-supporting organization, organized for the protection of personal and public property from fire, and it is the duty of every citizen of Alliance to purchase one or more tickets for this annual ball. Come on business men and others, let us help the fire boys along.

LODGE OF SORROW

Local Lodge of Elks Will Hold Annual Memorial Services Sunday at the Imperial Theatre

Alliance Lodge 961, B. P. O. E., will hold the annual lodge of sorrow Sunday afternoon at the Imperial theatre, the services beginning at 2:30 o'clock. The memorial address will be delivered by Dean Wm. Carson Shaw and the services will be impressive and interesting. A musical program will be rendered by the Alliance Orchestra as follows:

Voluntary, "One Fleeting Hour," Dorothy Lee. Evening Pearl Serenade, by W. M. Humphrey. Idyl, "Rose Leaves," by Glenn Ashley. Solo by J. C. Havlik. Miss Leone Malery will read the poem "Thanatopsis," by Bryant.

This service is held by the Elks each year in memory of the departed members. The ritualistic services will be short. The general public is cordially invited.

Architects Here for Burlington The Omaha architects who have prepared the plans for the new Burlington hotel in Alliance, are in the city and Guy Lockwood announces that the plans are practically all completed for the new building. The men are expert hotel men and are preparing for a hotel that will be second to none.

I. O. O. F. Dist. Meeting Here

At the district meeting of the Odd Fellows lodges, held at Bridgeport Tuesday of last week it was decided to hold the next district meeting in Alliance, which will be during the latter part of next year. Those who attended the meeting from Alliance were Mr. and Mrs. John Snyder, James Hicks, Perry Malley, F. A. Trabert, and Dr. H. H. Bellwood. There were about one hundred delegates in attendance, and with the present growth of the lodge a larger crowd is expected next year.

Mrs. C. J. Mackie left Saturday night for the east, to stay until after the holidays.

Second-hand Ford touring car for sale at a bargain. In first class condition, having been run only a short time. Inquire at Reo Garage. 52-1f-6531

PREPARE FOR BANQUET

Commercial Club to Give Banquet for Traveling Men at Drake Hotel on Friday Evening

Preparations are completed for the banquet at the Drake Hotel Friday evening, when the Alliance Commercial Club will entertain the traveling men of the city as guests. Out-of-town visitors will be C. S. Morey, president of the Great Western Sugar Company, of Denver, and T. P. Pinkerton, president of Post K, T. P. A., Kearney.

Tickets will be one dollar per plate and all business men are urged to attend. Tickets can be secured from the committee or at the Commercial Club office. Banquet starts at 7:30 o'clock.

The program outlined will be as follows:

- Lloyd C. Thomas, Toastmaster
1. P. E. Romig, mayor of Alliance—"What Alliance Owes to Its Traveling Men."
2. C. S. Morey, president Great Western Sugar Co., Denver.
3. R. M. Hampton, director Alliance Commercial Club—"The Alliance Commercial Club."
4. T. P. Pinkerton, president Post K, T. P. A., Kearney, Nebraska.
5. L. H. Highland, president Alliance Retailer's federation—"The Traveling Man—The Merchant; Why Each Needs the Other."
6. John H. Hawes, secretary 1916 T. P. A. convention committee—"The 1916 T. P. A. Convention."
7. S. W. Thompson, chairman good roads committee, Alliance Commercial Club—"Good Roads in Western Nebraska."
8. R. C. Strong, vice president Nebraska division, T. P. A.—"Experiences of a Traveling Man."

POSTMASTER WANTED

Civil Service Examination Will Be Held at Alliance to Select Postmaster for Bingham

A civil service examination will be held in Alliance on January 8, 1916, for the purpose of securing a postmaster for Bingham. The salary of that office last year was \$358. The age limit for applicants is 21 years or over on the date of examination, and the examination is open to all citizens of the United States who can comply with the requirements. Application forms and full information can be secured from the postmaster at Bingham or from the U. S. Civil Service Commission, Washington, D. C.

W. C. T. U. NOTES

The state organization has asked each local union to contribute \$5 per capita for a campaign fund to help make Nebraska dry in 1916. Alliance union has already sent \$100 of their amount, which is \$345, and the local treasurer holds subscriptions amounting to \$200. Some of the Alliance business men have given liberally to this fund.

Committees have been appointed who will have charge of the mission rooms, as follows: cash and subscriptions, Mrs. Bignell; coal and stoves, Mrs. McCorkle; lights and water, Mrs. Thomas; floor, finishing and care, Mrs. W. E. Lotspeich, Miss Mabel Young; partitions and curtains, Mrs. Phelps, Mrs. Dole; tables and chairs, Mrs. Lawrence, Mrs. Gregg; decorations and literature, Mrs. Reed and Mrs. L. E. Mark; superintendent's apartments, Mrs. Thomas, Mrs. Acheson. Anyone having donations of cash or furnishings, or for the exchange, may confer with the proper committees.

Through the generosity of friends, Mrs. Betty N. Sharp of the City Mission was enabled to provide forty persons with an abundance of good things for a Thanksgiving dinner. Those who realized "It is more blessed to give than it is to receive," were the Daughters of Isabella; the Lakeside Union League, Hamilton grocery, Watson grocery, Mr. and Mrs. Corp. Mrs. Newberry, and the Misses Violet Osborn and Emma James.

Miss Adeline Soper returned to her home at Broken Bow Wednesday after a few days' visit here with her sister, Miss Glea Soper, who is teaching in the Alliance schools.

Mr. and Mrs. Raymond Gunderson returned to their home at Ellsworth Wednesday. They were married here Tuesday by Judge Berry, and spent a day visiting with friends.

APPOINTS DELEGATES

Gov. Morehead Names Men to Attend Commercial Congress—Fisher and Guthrie from Alliance

Fifty delegates to represent Nebraska at the southern commercial congress in Charleston, S. C., December 13 to 17, have been appointed by Governor Morehead. While they will have accredited authority to act on behalf of this state, they will have to pay their own expenses, or go at the expense of commercial organizations, as the state has no funds for that purpose. The list follows:

- John Donald, Grand Island; Bert Conners, Grand Island; C. E. Blinert, Wymore; Herman Stein, Hastings; N. C. Rogers, Minden; J. N. Clarke, Hastings; Frank Johnson, Holdrege; R. F. Patterson, Plattsmouth; R. O. Marnell, Nebraska City; C. W. McConaughy, Holdrege; George Titus, Holdrege; Chas. B. Finch, Kearney; D. W. Cook, eBartice; O. J. McDougal, Tecumseh; A. B. Edee, Pawnee City; Lafe Higgins, Auburn; Edw. J. McVann, Omaha; A. J. Weaver, Falls City; W. W. Jenne, Falls City; W. E. Haray, Lincoln; Chas. B. Towle, Lincoln; J. H. Harley, Lincoln; Dr. J. M. Talcott, Crofton; E. E. Placek, Wahoo; Ed Soufel, David City; Edwin Wiggernhorn, Ahland; Dr. Albert E. Buchanan, Fremont; W. G. Phillips, Columbus; Joseph Einstein, Arapahoe; J. C. Calrk, Ravenna; Stanton Gould, Alma; Joseph Oberfelder, Sidney; John Herrod, North Platte; John E. Nelson, Gothenberg; Dr. A. V. Robinson, Beatrice; John Steinhart, Nebraska City; M. C. Miller, Seward; Ed Wood, York; Emil Folda, Clarkson; Chas. E. Samuelson, Holdrege; U. H. Malick, Bloomington; Geo. Marshall, Riverton; Frank Cowden, Red Cloud; W. D. Fisher, Alliance; W. C. Rundin, Crawford; Jas. C. Quigley, Valentine; Walter Hopewell, Tekamah; Eugene Huse, Norfolk; J. W. Guthrie, Alliance; Dave Kesterson, Fairbury.

BASYE AT HEMINGFORD

County Attorney Acted for Village in Prosecution of Several Would-be Fighters

County Attorney Lee Basye went to Hemingford Monday where he acted as attorney for the Village of Hemingford in the prosecution of a number of rowdies who had been indulging in fist fights. There were seven defendants in all, part of these having entered the ring at a dance on November 20, and the others pulling off the same stunt in the lobby of the hotel on November 21. All of the defendants except one plead guilty, and he was later found guilty and fined. It will be remembered that Jerry Wells had some trouble with a Hemingford man about two months ago, and this fellow was also among "those present." The fellow that plead not guilty evidently decided to skip out, and accordingly came to Alliance on 44 Monday, but he experienced a change of heart, for he returned on 43 to stand trial.

Protests Paper's Legality

Chas. K. Bassett, owner and publisher of the Hyannis Tribune and the Arby Argus, was here Monday for the purpose of protesting the legality of the Braden News, a dinky sheet published in the sand hills for the sole purpose of getting the land office notices. There is nothing about that publication that would suggest its being a newspaper—it is more like a grimy hand bill. It is issued by a homesteader, and when the land office notices are slack in one place he immediately loads his outfit onto his back and moves to a more convenient location, where there is more proving up going on. Recently he made a move to the county adjoining Arthur county, in which his paper was located, and this was too much for Mr. Bassett, who immediately entered a protest. Mr. Bassett has the only two real papers in that section of the country, and is entitled to the land office notices, which he will get hereafter.

Old papers for sale at The Herald office—5 cents a bunch.

Day work wanted by colored girl. Phone 889. 51-1f-6171

Mrs. H. A. Caldwell returned Sunday to her home at Edgar, Nebr., after spending Thanksgiving with her father, Mrs. C. Brookley, and her brother, W. E. Rousey, and families.

MANEWAL ACQUITTED

State's Witness Had Too Strong a Reputation for Prevacation Was the Cause

George Manewal was acquitted on the charge of burglary Saturday after three hours deliberation by the jury. Manewal, together with William Dunbar, was charged with breaking into the Newberry warehouse on the night of October 14 and taking several cases of shotgun shells, which were later sold at greatly reduced prices.

Dunbar plead guilty and was sentenced to the reform school, from which he was released only a few weeks ago. On a pretext of going home, to get his clothes and bid his parents goodbye, he made his getaway and was arrested at Ravenna and returned.

The empty shell cases were found in the Musser plumbing shop, the greater part of the shells having been sold to Clyde Curry, who said the boys told him they were disposing of the shells for some hunters who had no further use for them. No explanation was made as to how the boxes came to be in the plumbing shop.

Manewal worked at the Imperial theatre at the time of the theft, and an effort was made to show that he was not working there on that night. However, witnesses at the theatre testified that he was there during the show. If he was implicated, he would necessarily have done the work either before or after the show.

On the stand Chief Jeffers was asked if he had not had considerable experience with Dunbar, the state's witness. He replied that he had, and he also gave an affirmative answer when asked if Dunbar was not "about the most efficient little liar he ever saw." The constant inability of Dunbar to tell the truth was the direct reason for Manewal's acquittal.

The jury in this case was composed of A. S. Eneyart, Bert Hopkins, Joe Skala, Wm. D. Johnson, E. G. Englehorn, S. R. Burkholder, Simon Spry, W. I. Loranca, Arthur Figgins, Fred Crawford, Wm. Curry and Joseph Andrews.

ANOTHER FORGER

John, Alias Jack, Kendall Arrested at Hemingford for Forging Check on Potash Company

Jack Kendall is in the county jail awaiting trial as the result of his carefully planned attempt to pass a worthless check on the potash company at Hoffman to Everett Cook last Wednesday. Kendall had been working at the potash plant, and on Saturday received a check for the amount due him. The first of the week he made a duplicate of the check with the exception of the amount, which he made 30. It was evident that he figured on the banks being closed Thursday, Thanksgiving, and that before the check was presented for payment he would have put plenty of distance between himself and the officers.

Wednesday evening he started for Hemingford, stopping at the L. D. Blair ranch on the way. He asked Mr. Blair to take him on to Hemingford in his automobile, and when told that it was not possible at that time, phoned to Hemingford for a car to come and get him.

In the meantime, Mr. Cook went to the bank to make his daily deposit, arriving just a few minutes before closing time, something that Kendall had not figured on. As soon as the check was seen the forgery was detected and the alarm spread. Immediately after Kendall left his house Mr. Blair phoned to the officer that a man had been to his house who was in a great hurry to get to Hemingford. From his description the officers identified him as Kendall, and the pursuit was started. Arriving at Hemingford the sheriff had little difficulty in finding the man and returning him to Alliance, where he is now waiting until Judge Westover pronounces sentence. Judging from the other forgery cases disposed of this term, it is likely that Kendall will be given a long enough term in the penitentiary for him to realize the crookedness of his ways, and for him to start mending them.

In the district court news: "In the case of the State vs. August Jahnk, charged with murder, the court sustained a motion for a change of venue, and same will be tried in Sheridan county."

MRS. ZEHRUNG GETS NOTHING, IS VERDICT

Jury Rendered Verdict in Favor of Barkhurst After One Hour's Deliberation

COURTROOM WAS CROWDED

After one hour's deliberation Tuesday evening the jury in the Barkhurst-Zehring case rendered a verdict in favor of the plaintiff, there being involved a note for \$3100 and the breach of promise cross suit of Mrs. Zehring.

According to the testimony, Barkhurst came to Alliance from his farm near town about August 1, 1914, on account of a near nervous breakdown. At that time Mrs. Zehring was conducting a private hospital and a rooming house, and he was recommended to her place. During the first week in September he came into the kitchen where Mrs. Zehring was washing dishes, according to the testimony, and asked her if she thought he was too old to become her husband. He did not ask her to give an answer at that time, but said he would return later. Mr. Barkhurst is 31 and Mrs. Zehring is 40 years old.

When the plaintiff returned for his answer Mrs. Zehring said she had decided to accept, but she said that there was nothing sentimental in the matter—that she was simply marrying for a home. She regarded Mr. Barkhurst as a straightforward old man who would see that she was well cared for. At the time of giving the answer, Mrs. Zehring said, no date was fixed upon.

The note for \$100, which was given to S. K. Warrick, of Scottsbluff, was signed by both Mrs. Zehring and Mr. Barkhurst. She said she did not ask his assistance in making the purchase, but that she would have had to give up the house otherwise, and that with her cleaning shop, and with her nursing she thought she would be able to liquidate the greater part of the indebtedness by the time the note was due—in 1917. On her promise of marriage, the testimony exhibits, he was to turn the property over to her as a wedding present, but there was no written agreement to this effect. On the 14th day of April, Mr. Barkhurst left his rooming house and was married to Mrs. Boone, without giving notice to Mrs. Zehring of his intentions.

According to Mrs. Zehring's testimony, Barkhurst ordered a grey wedding suit and she ordered a suit of the same color. Much interest centered around the suit, but Barkhurst claimed that he had not ordered a suit of that color. He stated further that he had ordered a suit, but that it was not a grey one, and that he had ordered it not as a wedding suit but simply to help out Mrs. Zehring.

One of the plaintiff's exhibits was a statement of Mr. Barkhurst's account for board, said statement being itemized on the back of an advertising calendar. This statement was balanced to April 1, 1915, but there was a balance of \$35.75 coming to Mrs. Zehring. Asked by the attorney what the 75 cents represented, Mrs. Zehring said it was for theatre tickets which she had purchased when she and Mr. Barkhurst went to a show, and that he had not remunerated her yet. On one occasion Mr. Barkhurst loaned her \$25 to pay for a shipment of raincoats. She later paid back \$5 of this amount. As Mr. Barkhurst stopped boarding at the Zehring home on the 14th, there were thirteen days that were not accounted for on the statement. Mrs. Zehring claimed the plaintiff had never made settlement for the balance, while Mr. Barkhurst stated vehemently that he had paid his board to the 12th.

The defendant was asked if she had ever inserted an advertisement in a matrimonial paper. She replied that she never had. Asked if she had inserted an advertisement of any kind in an out-of-town paper, she said she advertised her cleaning shop for sale, and that she received many replies.

On cross examination Mrs. Zehring was asked if she had "kept company" with any other man during her alleged engagement to Mr. Barkhurst. This question was objected to, and the judge sustained the objection, claiming that the matter of her keeping company with any other man had nothing to do with the existence of a marriage contract between the plaintiff and the defendant.

(Continued on last page)